



AUTOMOTIVE SERVICES COMPANY

## ADDENDUM TO DEALER AGREEMENT

This Addendum to Dealer Agreement is entered into as of this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, for the benefit of R.C. Mast, INC.. (hereinafter referred to as "ASC"), by

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(hereinafter referred to as "Dealer").

### RECITALS

- A. ASC operates one or more Registration Import/Brokerage Services in Spokane, Washington, Washington (the "Registered Import Facility"), at which, from time to time, offers Registered Import and Brokerage Services of automobiles, trucks, recreational vehicles, motorcycles, boats, four and three wheel off-road vehicles, snow mobiles, and other motorized vehicles (hereinafter the "Vehicles").
- B. From time to time, Dealer has or may sell or purchase vehicles through the ASC Facility and system. Its right to do so is subject to its execution of an application and dealer agreement, as well as its compliance with the Rules and Policies of ASC (hereinafter collectively referred to as the "Dealer Agreement").
- C. As a condition of Dealer's continued access to the facility, ASC wishes to assure itself that Dealer has all licenses and permits required to permit it to use ASC facility and system.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dealer agrees as follows:

1. **Dealer Has All Required Licenses.** Dealer represents and warrants to ASC that it now has and will have, when it consigns ASC Facility, all licenses required by any governmental authority having jurisdiction over Dealer to conduct its business, including, without limitation. Dealer further represents and warrants to ASC that it has provided and will at all times, provide ASC with true and correct copies of its Licenses, and each of them.
2. **Indemnity.** Dealer hereby agrees to defend, indemnify and hold ASC harmless from and against any and all claims, damages and causes of action whatsoever, whether arising at law, in equity, or under statute, that arise out of, or are in way related to, directly or indirectly, Dealer's warranty set forth in Section 1 of this Addendum.
3. **No Implied Modification.** Except for the express modifications to the Dealer Agreement as set forth herein, the Dealer Agreement shall not be considered as modified, released or affected and shall remain in full force and effect.

This Addendum has been executed and delivered to ASC as of the date first set forth above.

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Legal Name of Dealership

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Signature/Title of Authorized Representative

Print Name